



REASONING BY THE MEANINGS OF WORDS AND ITS IMPACT ON DIFFERENCES IN JURISPRUDENTIAL ISSUES- AN APPLIED STUDY THROUGH THE BOOK NECKLACE OF PRECIOUS JEWELS BY IBN SHAS

ABDERRAHMANE Mohamed Seghir*

Faculty of Islamic Sciences and
Civilization, University of Ammar Thaliji
Laghouat- Algeria
a.abderrahmane.si@lagh-univ.dz

OURNIKI Mohamed

Faculty of Islamic Sciences and
Civilization, University of Ammar Thaliji
Laghouat- Algeria
m.ourniki@lagh-univ.dz

Send Article Date: 11-11-2025

Date of acceptance of the article: 16-12-2025

Abstract:

The Noble Qur'an was revealed in clear Arabic to the most eloquent of the Arabs, the Prophet Muhammad (peace be upon him), and was recited by people who spoke naturally and instinctively without affectation. The Arabic language is multifaceted; words are often polysemous, and a single entity may be known by multiple names. Differences in words and their intended meanings cause scholars to differ in deriving legal rulings based on the objectives and purposes underlying Qur'anic verses or prophetic traditions.

From this premise, one of the most important topics in the principles of jurisprudence is the study of the meanings of words. Deriving Islamic legal rulings depends on correctly understanding these meanings, as differing interpretations lead to divergent legal opinions.

This study examines the evidential meanings of words and their impact on the variety of reasoning across scholars' jurisprudential schools and opinions.

Keywords: Meanings of words, reasoning, impact, jurisprudential issues.

Introduction:

All praise is due to Allah, Lord of all the worlds, and blessings and peace be upon Muhammad, the Messenger of Allah (peace be upon him). Allah Almighty sent every prophet in the language of his people, as He says: "And we did not send any

* ABDERRAHMANE Mohamed Seghir.

messenger except [speaking] in the language of his people to state clearly for them..." (Ibrahim 14:4). This establishes proof and clarity, as the messenger is sent to a people acquainted with their customs and especially their language, which they know well, grasping its words and purposes. This makes the message stronger, clearer, and more explicit because language and speech form the means of communication and understanding between the messenger and his people, conveying the divine legislation and rulings revealed to them so that they may worship their Lord accordingly.

Among divine revelations to noble messengers is what Allah revealed to Muhammad (peace be upon him) in the Noble Qur'an, which was in clear Arabic, as Allah says: "Indeed, it is the revelation of the Lord of the worlds. The Trustworthy Spirit has brought it down upon your heart, [O Muhammad]—that you may be of the warners—in a clear Arabic language" (Ash-Shu'ara 26:192-195). The Prophet (peace be upon him) was among the most eloquent Arab speakers, and the Companions received the Divine Message in a language they understood and comprehended fully.

The Arabic language is polysemous; Arabs often assign several names to a single object, and a single name may apply to many entities. This causes word meanings to vary according to usage and reference. Over time and geography, with the expansion of the Islamic world moving away from the original Arabic linguistic milieu, the understanding of Arabic words and their combinations was affected. This issue has engaged juristic principles and even theological scholarship, notable in the science of jurisprudential principles (Usul al-Fiqh). Linguistic topics take a significant place in this science, notably the study of the meanings of words, which constitute one of the keys and tools to extracting Islamic legal rulings.

Thus, the topic of the meanings of words holds a pivotal position in jurisprudential principles. It is foundational for understanding how to benefit from sacred texts in ruling



derivation. Differences in word meanings and intentions form a central cause of juristic disagreement. Jurists have paid significant attention to this, studying and classifying it, as seen in many works across various madhahib, especially in the Maliki School. One of the most important books dedicated to presenting jurisprudential issues and their reasoning is Necklace of Precious Jewels in the School of the Scholar of Medina by Imam Abu Abdullah Ibn Shas (died 616 AH). This book addressed many issues, combining jurisprudential formulations with highlighting causes through reasoning and linguistic evidence, making it a primary source for study and analysis.

From this standpoint, the importance of this topic manifests in:

- Differences in understanding word meanings, a major cause of disagreement among scholars, notably in financial transactions, due to their direct impact on people's lives.
- Studying the meanings of words concerning jurisprudential reasoning, contributing to the ethics of disagreement and tolerance toward opposing views.
- The significance of understanding word meanings as an essential aid in clarifying ruling causes, aiming to apply rulings to new issues and cases.

Previous studies reflect this importance; works in Usul al-Fiqh rarely exclude thorough or summarized discussions of the meanings of words. Especially notable is the two-part work by the late Dr.Ya'qub bin Abdulwahab Al-Bahsin, covering most matters related to evidential word meanings with jurisprudential illustrations, clarifying juristic impacts and differences in meanings.

In the field of reasoning, several works have addressed this area. Books of jurisprudential principles include the topics of reasoning, causality, and methods of discovering causes, often within analogical reasoning or under discussions of public interest and appropriateness tied to objectives of Sharia. One

important work in this field is Dr. Mustafa Shalabi's Reasoning of Rulings, which others have since followed.

Given that both principles and jurisprudential studies rest on meanings of words and understanding of causes, it becomes necessary to explore their interrelation with the following research questions:

- What is the relationship between words and the reasoning behind legal rulings? What role do word meanings play in jurisprudential inference?
- How do word meanings affect differences in causes underlying jurisprudential financial issues?
- How did Imam Ibn Shas employ meanings of words in his Necklace of Precious Jewels, and what effect did this have on differences between Maliki and other jurisprudential schools?

The study answers these via a methodological plan based on surveying divine texts and scholarly discourse, aiming to find the impact of meanings of words on reasoning among Sharia scholars, especially in financial transactions, through Ibn Shas's exposition. The research plan includes:

- An introduction that defines the research, its significance, objectives, and problems, stating methodology and plan.
- Two sections: The first defines general concepts and key terms, such as meanings of words, their types, and classifications, alongside the definition of reasoning, cause types, and discovery methods. The second illustrates the relationship between words and reasoning with practical jurisprudential applications.
- A conclusion presenting results and recommendations summarizing the research.

Chapter 1: The Concept of Meanings of Words and Reasoning

Every issue may initially appear ambiguous, but clarifying its terms' meanings reveals the true picture. It is said that



judgment depends on conception; knowing or understanding something depends on its conception. Hence, defining concepts in the title is essential. This chapter clarifies the meanings of words and reasoning.

1. Linguistic Definition of Meanings of Words

“Meaning” (dalalah) comes from the root "dalal"; a “guide” (daleel) is what one follows for guidance. The verb "dalla" means to show or guide the way. Ibn Faris notes two principal meanings for the root: one indicating the clear sign or proof of something, and the other meaning confusion or disturbance. Meaning indicates the guide or clarifier signaling the way. For example, Allah’s verse about the shadow’s extension and the sun serving as a guide demonstrates this concept.

2. Technical Definition of Meaning

Scholars vary in defining meaning. Al-Jurjani states that meaning is a condition in which knowing one thing necessarily implies knowledge of another; the first is the word (signifier), and the second is what is meant (signified). Most definitions emphasize guidance, meaning serving as an indication of intent and purpose behind the word's usage.

3. Classifications of Meanings of Words

Meanings differ by what they indicate and how they indicate it. Scholars divide meanings into verbal and non-verbal, each further subdivided into conventional, customary, or intellectual.

- **Verbal meaning** occurs when a concept is produced by a word or sound, e.g., “human” indicating a rational creature.
- **Non-verbal meanings** arise through other signs, like the dawn indicating prayer times or traffic signals instructing cars to stop or go.

This indication, according to the ways in which a word signifies meaning, is divided into verbal and non-verbal: both are further divided into rational (such as the inference from two premises to a conclusion), natural (like distinguishing between animals by their sounds and forms), and conventional—meaning that the term is assigned to a specific meaning and may be

understood either by direct correspondence, as in the word "human," which, when used, refers to a rational animal, or by inclusion, as in the indication of the part for the whole, or by indicating a necessary attribute of the meaning, like how "lion" can indicate courage.

Verbal indication is what the scholars of Islamic legal methodology have emphasized, as legislation is based upon it. This type of indication, when considering the relation of the word to the meaning, is divided into four types, which are:

A. By assignment (designation):

Particular, general, or shared terms—where particulars include absolute, restricted, command, and prohibition forms.

B. By usage:

Literal, metaphorical, explicit, and metonymic uses of words.

C. By clarity:

Clear (manifest, text, explicative, or authoritative) versus unclear (hidden, compound, ambiguous, or equivocal) expressions.

D. By mode of indication:

The dominant juristic view considers indication by meaning or explicit wording, while the Hanafi School also accepts indication by text, gesture, and contextual implication.

4. The Importance of Studying the Topic of Word Meanings

It is an established principle in Islamic law that if one does not understand the words contained in Sharia texts, they will be unable to obey Allah and worship Him according to His will; this is due to their inability to comprehend the implications of the terms and the purpose behind the legislative rulings. Consequently, deriving rulings becomes difficult. Therefore, it is incumbent upon the jurist to be knowledgeable in the language and the meanings of its words. Moreover, the Sharia ruling cannot be grasped except through the words revealed in the divine revelation. Thus, the study of the evidence of words has a



direct effect on the formulation of rulings and has had a profound impact on the varying understandings among scholars, leading to diversity in fatwas and multiplicity of jurisprudential opinions. Recognizing this contributes to clarifying the reasons for juristic disagreement and promotes the etiquette of disagreement and excusing the opposing view.

II. The Concept of Reasoning and the Methods to Identify 'Illah (Underlying Legal Causes)

1. Linguistic and Technical Definition of Reasoning

- A. Linguistic Definition:

The word "reasoning" (ta'lil) derives from the root related to repeated watering or repeated action, as it literally means "watering again" or "harvesting fruit a second time." Ibn Faris states: "'Alal (reasoning), 'Ayn (cause), and 'Ilal (plural of 'Illah) are three correct roots; one means repetition, another means an obstacle, and the third means weakness".

- B. Technical Definition:

Jurists have various definitions of reasoning; some define it as clarifying the cause of a matter with the intention of validating the ruling. Others consider it as affirming the existence of an effect to establish its consequence. Dr. Adel Al-Shuwaikh defines it as "the study of the 'Illah and its paths, its connection to Sharia rulings, and extracting the reality that Sharia rulings are generally reasoned».

Reasoning is the mental transition from cause to effect, like the mental move from fire to smoke. Hence, reasoning can be described as the exposition of the characteristic for which the ruling was legislated and whether this characteristic is effectively influential within the ruling.

2. The Importance of Reasoning in Sharia Rulings

Scholars have established that fatwas change according to changes in time and place. This can only be achieved by understanding the Sharia's objective in legislating the ruling. Once known and the underlying Cause; 'Illah of the ruling is clarified, scholars can respond appropriately to events occurring

after the revelation period. Jurists affirm that the corpus of Sharia texts is finite, whereas human circumstances and incidents are endless. It is also established that every incident has a ruling, which can only be known by understanding the 'Illal of rulings. This enables jurists to derive rulings for novel issues.

For non-jurists, the importance of reasoning lies in understanding Sharia and its rulings, connecting various rulings, while the secrets and objectives of legislation remain concealed from the non-expert.

3. Methods for Uncovering the Underlying Causes of Rulings

Sharia scholars have various methods to clarify 'Illal, commonly referred to as "paths of 'Illah," the routes followed by the jurist in proving causality or evidences demonstrating that a description is a cause in the ruling. The term "paths" here is metaphorical, contrasting the physical sense of "path" with the intangible nature of causality search. Scholars generally agree that these paths fall into two categories: transmitted (naqliyyah) and rational (aqliyyah).

Transmitted Paths:

These rely on textual evidence, including Qur'an, Sunnah, and consensus.

- Explicit expressions stating the 'Illah, e.g., Allah's statement: "For that reason We decreed upon the Children of Israel that whoever kills a soul... it shall be as if he killed all mankind" and the Prophet's saying, "Permission was only given because of the eyesight". The phrase "because of" indicates that the ruling is due to the indicated characteristic.
- Apparent expressions where a characteristic is mentioned that may indicate the 'Illah, though it is possible another meaning is intended, e.g., "Establish prayer at the decline of the sun" where "at the decline" is understood as timing to pray.
- Consensus where scholars agree that a certain description is the cause, e.g., agreement that a full brother inherits before a



half-brother due to the unity of siblinghood on both father and mother sides, applied analogically to marital guardianship.

Additional Path – Implication:

Some scholars add the path of implication (tanbihwaīmā'), meaning a reasoning necessary from the wording's implication rather than explicitly stated, e.g., "Whoever cultivates dead land it shall be his". The conjunction "fa" here is not meant for conjunction but causation; otherwise, the condition would be unmet.

Rational Paths:

- If transmitted methods fail to clarify the 'Illah, scholars resort to rational methods based on ijtiḥad and intellectual exertion. These include exhaustive examination (isbar) and classification (taqsim) to limit the characteristics possibly causing the ruling, first eliminating irrelevant aspects and then thoroughly scrutinizing what remains.
- One transmitted rational method is "refining the cause" (tanqīḥ al-manāṭ), which means distinguishing the 'Illah from other characteristics linked to the ruling, e.g., the known fiqh example of a Bedouin who copulated with his wife during Ramadan and owes expiation. The Bedouin's status or specifying the Ramadan year is irrelevant to the ruling. The real 'Illah is violating the sanctity of fasting in Ramadan, which is the basis for the ruling and may be applied to analogous cases without explicit texts.

Chapter Two: The Effect of Word Meanings on Jurisprudential Reasoning According to Ibn Shas

Word meanings (dalalāt al-alfāz) are the pathways by which a researcher identifies what can be derived from the meanings of words. Among these indications are command and prohibition, literal and metaphorical meanings, homonyms (shared words), general and specific terms, and absolute and restricted terms. This study will address these indications in some detail, along

with jurisprudential applications, based on what Ibn Shas has mentioned.

First: Command and Prohibition and Their Jurisprudential Significance

1. The Concept of Command and Prohibition:

- **Command:** It is the verbal expression formulated to request an action with a sense of superiority. Command can denote either obligation, meaning that one is bound to act and liable to punishment if neglected, such as the command to establish prayer and give zakat in numerous Qur'anic verses. Or it can indicate recommendation, meaning that one is encouraged to act but with no punishment for omission, as in the command to write contracts for slaves in the verse: "[So] write [the contracts] if you find goodness in them and give them from the wealth of Allah which He has given you" (An-Nur 24:33). Generally, the obligatory sense of command is more explicit than the recommended, especially in the absence of evidence diverting it from obligation.
- **Prohibition:** It is the opposite of command. It is the utterance of the superior to the subordinate, meaning "Do not do." It signifies the request to refrain from an action in an elevated manner. The established principle is that prohibition indicates forbiddance (haram) unless there is evidence indicating mere dislike. The majority of scholars agree that prohibition entails the invalidity or nullity of the prohibited act.

1. Practical Examples:

a. The Question: Is the Command for Obligation or Recommendation?

It is established that the default meaning of a command is obligation. However, it can also indicate a recommendation, as in the case of documenting debt. Allah says: "O you who have believed, when you contract a debt for a specified term, write it down" (Al-Baqarah 2:282). The expression here, "write it down," is in the form of a command, but Maliki scholars interpret it as a



recommendation. Ibn Shas said: "It is not obligatory upon the master; he cannot be forced to do it, whether it is requested at its value, more or less, nor can the master compel him".

Malikis take the command here as a recommendation because the Prophet Muhammad (peace be upon him) dealt with debts without requiring written documentation, and it is impermissible to compel anyone to dispose of their property without their consent.

This reflects the Maliki jurisprudential nuance regarding commands that, while linguistically imperative, can function as recommendations depending on context and evidence.

b. Does Prohibition Imply the Invalidity of the Prohibited Act or Merely Its Prohibition Without Invalidity?

Prohibition appears in many Qur'anic verses and hadiths concerning various types of sales. The question arises whether such prohibited sales are inherently null and void or merely forbidden while the contract remains valid but the party committing them bears sin.

Ibn Shas states: "According to us, a general prohibition concerning a contract indicates its invalidity unless there is evidence to the contrary". This includes examples such as the sale of food before delivery, barter involving debts against debts, and sales involving uncertainty (gharar), as the prohibition of these contracts is explicitly mentioned. Abdullah ibn Umar (may Allah be pleased with him) reported that the Prophet (peace be upon him) forbade barter of debts (selling debt for debt), as well as forbidding various other sales like shighar, and other doubtful sales. The Maliki school prohibits these types of transactions due to the explicit prohibitions, and understands that the prohibition signals the contract's invalidity.

This clarifies that one of the key reasons for divergence among jurists concerning financial transactions originates from the interpretation of command and prohibition. The Malikis generally interpret command as obligation unless there is clear indication to treat it as recommendation, as in the case of writing

debt contracts. They assert that if prohibition applies to the subject or condition of the contract itself, it entails invalidity.

Second: Truth and Metaphor and Their Impact on Financial Transactions

1. The Concept of Truth and Metaphor in Usul Terminology

Truth (Ḥaqīqah) is the use of a word according to the meaning for which it was originally intended, meaning every word that remains connected to its proper subject. It is divided into three types: linguistic truth, which is fixed by linguistic assignment; conventional truth, which is the use of the word in its customary meaning; and legal truth, which is the use of the word in the sense intended by Shariah.

Metaphor (Majāz) is the use of a word in a meaning other than what it was originally assigned for, based on a relationship between the two meanings and evidence preventing the intention of the literal meaning. It is every word used figuratively. Reasons for resorting to metaphor include the desire for eloquence and linguistic richness, to ease the difficulty of the literal word on the tongue, to achieve brevity, to use a more exalted term for respect or reverence, or to avoid explicit mention of reality, such as using the term "touching" as a euphemism for sexual intercourse. Sometimes metaphorical usage better serves expression and understanding.

2. The Jurisprudential Impact of the Terms Truth and Metaphor:

Among the rules agreed upon by the Maliki scholars is that contracts are based on intentions and meanings, not merely on words and phrases. This is in consideration of intent and purpose, especially in contractual terminology. For instance, the use of terms such as gift (hiba) or charity (sadaqah) and others while intending a sale.

Ibn Shas said: "What constitutes a sale is the formula of offer and acceptance or anything that shares in indicating the implicit consent by word or deed with the intention thereof."



For example, someone might say, "I gift you this robe for such-and-such price," or "I loaned you this item on the condition that you pay its price after a month," or "I gave you the house in charity for such-and-such consideration." In such cases, a sale is concluded because compensation (price) is mentioned. The original nature of gifts, charity, and other contracts by virtue of kinship, reward, or merit is that they have no compensation, but when compensation is mentioned, a sale is concluded, not a donation contract. Ibn Shas also stated: "Even if a contract of Salam is concluded with the term 'purchase,' the Salam is valid and the capital becomes due immediately."

This clearly shows the profound effect of truth and metaphor on financial contracts, as Malikis validate contracts even if the wording differs, provided the underlying transaction and intent are confirmed, although they differ on requiring specific words for a contract to be valid and binding.

Third: The Common Term and Its Effect in Financial Contracts

1. The Concept of the Common Term According to Usul Scholars:

The Common Term is one that has been assigned multiple meanings, such as the word "ayn" (eye), which is an example of an ambiguous word. It may mean the physical eye, a water spring, a spy, or a commodity, with each meaning fixed separately to the same word.

2. The Jurisprudential Effect of Lexical Ambiguity:

Among the topics frequently discussed by Usul scholars is whether it is permissible for a word to have multiple meanings and whether it should be interpreted as all such meanings when used, and the resulting diversity in jurisprudential opinions.

Considering the extensive principles of the Maliki school relied on in independent reasoning (ijtihad), there is a prevailing tendency to focus on objectives such as juristic preference (istihsan), blocking means to unlawful ends (saddadh-dhara'i), precaution, presumption of continuity (istishab), taking into

account the opposing opinion, and consideration of various types of evidences. Accordingly, an ambiguous word is interpreted according to the intended meaning through clues and context.

For example, the word "mal" (wealth) is ambiguous between physical goods and debt. If someone says to another, "I have mortgaged my mal to you," mal could mean a house or commodity or a debt owed by another. Does this action constitute a general mortgage? Or does the intended meaning of the word "mal" have to be specified? Similarly, if someone sells a piece of land, what lies underneath it, such as trees and buildings, is included, and similarly, those are included under buildings and trees. Ibn Shas said in the chapter on mortgage: "The wording of offer and acceptance is not fixed in it; rather, whatever indicates the intended meaning partakes in its place." He also quoted from the Mudawwana Ibn Malik's statement about a man who bequeathed to another the root of a palm tree, as the land is considered attached to the palm. The heirs cannot then claim that he bequeathed the palm and the land to us. Similarly, if the land is mortgaged, the palm tree is mortgaged with it.

Therefore, ambiguous words are one of the reasons for wide jurisprudential disagreement in financial transactions. The Maliki reliance on evidences and customary practice to determine the intended meaning helps reduce the scope of disagreement and excuses the opposing parties. For this reason, Malikis often validate contracts based on the wording together with clarifying the intent behind their formation.

Fourth: The Explicit (Al-Mantooq) and Implicit (Al-Mafhoom) and Their Impact on Financial Transactions:

1. The Definition of the Explicit and Implicit According to Usul Scholars:

The Explicit (Al-Mantooq): is what the word indicates in the place of its utterance, and its indication at the time of utterance is a ruling on the object referred to. It is divided into two types: explicit, whose indication arises from the literal assignment, even if by implication; and implicit explicit, whose indication is



derived from something necessarily accompanying the meaning. This latter indication may be the intended implication by the speaker or may be unintended. This implication is recognized either by necessity (*dallaat al-iqtida*) — meaning the necessary and intended meaning — or by customary signs (*dallaat al-imayaa*) or by gestures (*dallaat al-ishara*).

The Implicit (*Al-Mafhoom*): is the meaning derived from the word outside the place of utterance, that is understood by custom without explicit declaration by the speaker. For instance, the word uttered may indicate a ruling on a silent matter. The implicit meaning has two types: concordant implicit (*mafhoommuwafaqa*), where the ruling of the implicit agrees with the ruling of the explicit; and discordant implicit (*mafhoommukhalafa*), where the ruling of the implicit contradicts that of the explicit either by negation or affirmation. The implicit may also be referred to as "*dalil al-khitab*" (evidence of the address).

1. Jurisprudential Applications of the Explicit (*Al-Mantooq*) and Implicit (*Al-Mafhoom*):

The ruling of the explicit meaning is undisputed, for example, Allah says: "Permitted is trade and forbidden is usury "*riba*" — its explicit meaning is that trade is permitted and usury "*riba*" is forbidden without exception. The dispute among jurists, however, lies in the implicit meaning. Some accept all types of implicit meanings, some accept only the concordant implicit (that which agrees with the explicit ruling) while rejecting the discordant implicit (which contradicts the explicit ruling), and some impose conditions on accepting the implicit.

The Malikis, like others, follow the concordant implicit meanings, such as forbidding the insulting of parents based on the prohibition of saying "*uff*" to them as stated in the verse. Regarding the discordant implicit, the Malikis vacillate between accepting it under certain conditions or rejecting it, considering whether the conditional limitation is intended or not.

This is clearly seen in financial transactions concerning usury. The Prophet Muhammad (peace be upon him) said: "Gold for gold, silver for silver, barley for barley, wheat for wheat, dates for dates, salt for salt — like for like, hand to hand; whoever increases or asks for an increase has committed usury "riba", whether the giver or the receiver is the same." In another narration, he said: "If these types differ, then you may trade as you wish, provided it is hand to hand."

This hadith explicitly includes the description of riba al-nasi'ah (deferred usury) and riba al-fadl (excessive usury) in the six specified commodities, and by extension anything similar falls under this ruling. Ibn Shas said: "Whoever sells something from these six specified commodities must observe the equality measure either by legal standard or customary practice; if not, it is considered riba. The 'sulh' (spot transaction) is the opposite of 'nasi'ah' (deferred transaction), so the receipt of the commodity must not be delayed after agreement, and any replacement like a bill of exchange or promise is not accepted; if delivery is delayed without receipt, the contract is void due to suspicion of riba."

However, jurists dispute whether this ruling is restricted to these six commodities or whether it extends to any commodity sharing the same legal reason. Following the concordant implicit principle, riba applies to all commodities that share the cause of prohibition though not explicitly mentioned in the hadith. Ibn Shas elaborated: "As for the meaning of these specified commodities, anything that shares with them the cause of the ruling falls under it." Concerning riba al-nasi'ah, he explained: "The cause for prohibition and obligation of immediate receipt is food. So immediacy (without deferment) is sought for all things called food, whether riba or not, including ripe fruits, vegetables, and grains."

There is no dispute on the indication of explicit meaning; the difference lies in the indication of the implicit. Malikis affirm implicit meanings if context shows an intended limitation but dismiss it if the limitation was unintended. The effect of explicit



and implicit indications is clear in financial transactions such as sales, riba, loans, and others.

Fifth: The Absolute (Al-Mutlaq) and the Restricted (Al-Muqayyad) and Their Impact in Financial Transactions:

1. The Concept of the Absolute and the Restricted:

The Absolute (Al-Mutlaq): is a term indicating an individual or individuals without specification or any verbal restriction; it is an unrestricted generic term that is not limited to a specific individual but rather includes the entire category.

The Restricted (Al-Muqayyad): is a term that indicates a general meaning but is accompanied by a qualifying attribute that constrains it to a specific meaning. For example, the command to free a "believing slave" — the term "believing" is a restriction on the slave.

The absolute is restricted by the Quran, Sunnah, consensus, analogy, concepts, and the like; however, there is disagreement among jurists regarding the detailed rules of such restrictions.

2. Jurisprudential Impact of the Absolute (Al-Mutlaq) and Restricted (Al-Muqayyad):

The general principle is that the absolute term applies in its generality and is only restricted by evidence. The absolute's indication is definitive, while the restricted term operates according to its limitation, and the annulment of the restriction is only valid if there is evidence supporting it.

When a legal text includes both an absolute and a restricted expression in one subject area, jurists differ on whether to interpret the absolute as restricted by the limited text. The Malikis hold that if the subject of both the absolute and the restricted is the same—that is, the reason and ruling coincide—the absolute is interpreted according to the restriction. For example, the restriction of freeing a believing slave in expiation of murder is applied to the absolute term of freeing a slave in expiation of zihar, meaning the absolute is subordinated to the restricted, and faith is a condition in the expiation of zihar. But if

the reason and ruling differ, the absolute is not subordinated to the restricted.

Among jurisprudential applications in financial transactions is the permissibility to analogize to the usurious items specifically mentioned in the hadith. The hadith restricts riba to certain commodities, raising the question whether riba is limited to these six items or whether other items sharing the same legal cause are included by analogy.

The Malikis restrict the text by the cause ('illah), declaring that whatever is a stored food or a commodity falls under the rulings of riba. Ibn Shas said: "Immediacy is required in all things that are called food, whether riba or not." He further qualified the general term "food" by excluding medicine, stating: "If it is established that the ruling is related to food, it does not include all edible things, whether food or medicine; it only includes food, not medicine."

Sixth: The General (Al-'Aam) and the Specific (Al-Khaas) and Their Impact on Financial Transactions:

First: The Concept of the General and the Specific:

- The General (Al-'Aam): A term that is assigned a single fixed meaning that applies to many and is not restricted or limited; it comprehensively covers all that the term is suitable for.
- The Specific (Al-Khaas): Any term that is assigned a particular known meaning that applies exclusively to a specific entity.

Through examining the Usul (legal theory) texts, it becomes clear that the general and the specific are among the most important tools for Islamic legal deduction (istinbat). The general provides breadth and comprehensiveness in the indication of texts, while the specific refines and limits that indication in accordance with the objectives of Shariah.

This balance between inclusiveness and limitation is clearly evident in the jurisprudence of financial transactions, where the



jurist must reconcile and specify the indications of general texts through detailed evidence.

Second: The Impact of the General and the Specific in Financial Transactions:

Among the prominent texts relied upon by Ibn Shas to establish the legitimacy of exchange contracts is the verse of Allah

Almighty:

"Allah has permitted trade and forbidden riba" (Al-Baqarah: 275).

This noble verse uses a general term in permitting trade, thereby encompassing all its types and forms, while prohibiting all forms of usurious dealings and sales that result in harm and uncertainty (gharar).

Example sinclude:

- The Prohibition of Selling with Gharar (Uncertainty): As evidenced in the Prophet's hadith: "He forbade selling with gharar" (reported by Muslim). This qualifies the general permissibility of trade by excluding sales involving uncertainty or risk. Ibn Shas explained: "If someone buys a jar and the part underneath it is a block preventing the estimation of the jar's contents, if they make a sale on that basis, the sale is invalid due to gharar," thus highlighting that gharar renders the deal forbidden even if both parties agree.
- Examples of Specifying General Terms: Scholars have mentioned conditions for the validity of a sale, such as the requirement to see the item sold, knowing its condition, and inspecting it. However, such a condition is relaxed when there is difficulty or expense in presenting the item, such as the item being in the house. Ibn Shas noted: "As for description, it is not required to know it by direct sight; description suffices in its place." He further stated that the item must not be so distant as to render visitation or waiting for its arrival for many days impractical, saying: "A sale under description is invalid if the item is close and can be

inspected without hardship, because this is a substitution of evidence for direct inspection. The general rule requiring sight is limited by the presence of hardship and expense." The permissibility of sale generally is curtailed by the prohibition of gharar and hazard.

From this exposition, it is clear that the general does not remain in its unrestricted form in all cases nor is it taken at face value; rather, it may be wholly or partly specified by conditions.

Conclusion

After presenting the topic of reasoning with evidences of words and its impact on differences in jurisprudential issues in the field of financial transactions, through the book “Aqd al-Jawahir al-Thamina” by Ibn Shas, it has become clear that the indications of words occupy a pivotal place in deducing Sharia rulings and regulating transactions. The differences in understanding and directing them have been a main reason for the variation among jurists in many practical issues.

The research reached the following summarized results and recommendations:

First: Main Results:

- The Evidences of Words as the Basis of Jurisprudential Reasoning:
Sharia rulings depend on the explicit texts and their meanings, and on what the words bear of absoluteness or restriction, literal or metaphorical, general or specific, and commands or prohibitions.
- Reasoning with Words:
An important objective and essential purpose for understanding the intent behind Sharia rulings, clarifying causes and legal rulings to apply them where there is no specific text, addressing the new issues people face, and explaining reasons for differences among jurists.
- Words in their Various Forms and Types:
Literal, metaphorical, ambiguous, explicit, implicit,



absolute, restricted, commands and prohibitions—all influence jurisprudential deduction, especially in financial transactions today due to their diversity and multiple sources.

- The Maliki School's Strong Reliance on Meaning and Intent:

They employ the indications of words in light of Sharia objectives, often emphasizing precaution, blocking means to harm, and especially in financial dealings where justice and prevention of uncertainty (gharar) predominate.

- Commands and Prohibitions: Jurists differ on whether their indication is immediate or deferred, obligatory or disliked, affecting financial branches such as selling what one does not own or dealing with uncertainty.

- Literal and Metaphorical: Differences in applying these to Sharia texts led to varying rulings in transactions—for example, whether the word “sale” in the Qur'an covers all forms of exchange or is limited to the customary.

- Ambiguous Words: A prime example is the word الدَّيْن, where jurists differ on whether it includes all debts in general or is restricted by custom and context.

- Implicit and Explicit: Influences issues like the prohibition of selling with uncertainty, where the implicit meaning supports validity if uncertainty is removed.

- Absolute and Restricted: Among the most influential Usul discussions in transactions, seen in cases like salam contracts and riba regarding six specified items, with disagreement based on the criteria limiting application.

- General and Specific: Two fundamental principles in deduction; general texts

indicate the breadth of Sharia and permission in dealings, while specific texts restrict corruption, prevent harm, and reduce risk, reflecting Sharia's comprehensiveness and justice.

- Effect of Differences Among Schools: The disagreement among Usul scholars in determining word indications directly affected jurisprudential branches, enriching Islamic legal literature with vast efforts of independent reasoning.

Second: Recommendations:

- Emphasize the study of the indications of words in Usul (legal theory) studies, linking them closely to practical aspects, especially in contemporary financial transactions.
- Conduct in-depth scholarly research on the evidences of words and their reasoning within Maliki jurisprudence to ensure correct understanding of Sharia rulings.
- Clarify the intended Sharia meaning of terms when drafting contracts and financial dealings to avoid juristic disputes.
- Refer back to the objectives of Sharia when verbal texts seem to contradict the public interest by following the Maliki methodological approach.
- Benefit from the works of meticulous scholars such as Ibn Shas to clarify meanings and Sharia objectives amid doctrinal differences.
- Renew research on contemporary financial applications, such as banking contracts, insurance, and electronic transactions, in light of the principles of absolute and restricted terms, implicit and explicit indications.
- Balance preserving Sharia texts and openness to independent reasoning to maintain the flexibility and relevance of Islamic jurisprudence across times.
- Rely on comparative studies among different schools of thought to understand the roots of juridical disagreement,



thus facilitating preference for rulings aligned with Sharia objectives and spirit.

- Encourage comparative jurisprudential research to understand the effect of reasoning and linguistic evidences in deriving rulings.

Endnotes

Ibn Faris, Abu al-Husayn Ahmad, Mu'jamMaqayis al-Lughah, edited by Abd al-Salam Harun, Dar al-Jil, vol. 2, p. 260.

-Surah al-Furqan, verse 45

-Al-Jurjani, Ali ibn Muhammad ibn Ali, Al-Ta'rifat, edited by Muhammad Ali Abu al-Abbas, Dar al-Tala'i', Cairo, Arab Republic of Egypt, 1st ed., 2013 CE, p. 108

-Al-Bahsin,Ya'qub ibn Abd al-Wahhab, Dalalat al-Alfaz fi Mabahith al-Usuliyyin, Dar al-Tadmuriyah, Kingdom of Saudi Arabia, 1st ed., 1434 AH/2013 CE, vol. 1, p. 19.

-See Dr.Bay, Mahmoud bin Mustafa, The Meanings of Words, Publications of the Laboratory of Jurisprudential and Judicial Studies, University of El Oued, Algeria, 1st ed., 1443 AH/2022 CE, p. 11.

-Zaidan, Abdul Karim, A Concise Guide to the Principles of Islamic Jurisprudence, Al-Risalah Publishers, 1st ed., 1434 AH/2013 CE, p. 221.

-Previous reference, p. 262.

-See, previous reference, p. 268.

-See,Dr. Bay, previous reference.

-Ibn Manzur, previous reference, vol. 6, p. 548.

-Ibn Faris, previous reference, vol. 6, p. 12.

-See, Al-Anqari, Ahmed bin Muhammad, The Reasoning Behind Islamic Rulings, Dar Al-Tahbeer for Publishing and Distribution, Kingdom of Saudi Arabia, 1st ed., 1441 AH/2020 CE, p. 28. Al-Shuwaykh, Adel, Reasoning in Islamic Law, Dar Al-Bashir for Culture and Science, Arab Republic of Egypt, 1st ed., 1420 AH/2000 CE, p. 21.

-Al-Jurjani, op. cit., p. 68.

-See Al-Anqari, op. cit.

-WasilaKhalfi, Analogy among the Jurists, Dar Al-Imam Malik, Blida, Algeria, 1st ed., 1440 AH/2019 CE, p. 176. Al-Anqari, previous reference, p. 193.

-Surah Al-Ma'idah, verse 32.

-Narrated by Al-Bukhari, Book of Seeking Permission, no. 6241, and Muslim, Book of Manners, no. 2156.

-WasilaKhalfi, previous reference, p. 178.

- Surah Al-Isra', verse 78.
- WasilaKhalfi, previous reference, p. 180.
- See previous reference, p. 191.
- Previous reference, p. 183.
- A sound hadith, narrated by Abu Dawud, Book of Kharaj, Imarah, and Fay', Chapter on Reviving Dead Land, no. 3073, p. 471. Narrated by Al-Tirmidhi, no. 1378, p. 326.
- See WasilaKhalfi, previous reference, p. 184.
- Previous reference, p. 194.
- See WasilaKhalfi, previous reference, p. 194.
- See Zaydan, previous reference, p. 170.
- Previous reference, p. 230.
- Al-Baji, Abu Al-WalidSulayman ibn Khalaf, Al-Isharah fi Ma'rifat al-Usul, Dar al-'Awasiim for Publishing and Distribution, Algeria, 2nd edition, 1435 AH/2014 CE, p. 187.
- Al-Jurjani, previous reference, p. 240.
- Zaydan, previous reference, p. 238.
- Al-Shinqiti, Muhammad al-Amin ibn al-Mukhtar, MadhratUsul al-Fiqh, Al-Durr al-Salafiyyah, Algeria, p. 201. See also Al-Baji, previous reference, p. 204.
- Ibn Shas, Jalal al-Din 'Abd Allah ibn Najm, 'Iqd al-Jawahir al-Thaminah fi Madhhab 'Ilm al-Madinah, Dar al-Gharb al-Islami, vol. 3, p. 1204.
- Previous reference, vol. 2, p. 669. Zaidan, op. cit., p. 262; Al-Baji, op. cit., p. 181.
- See Zaidan, op. cit., p. 262.
- Op. cit., p. 263.
- Al-Baji, op. cit., p. 176.
- Al-Namlah, Abdul Karim bin Ali bin Muhammad, Al-Muhadhdhab fi 'IlmUsul al-Fiqh al-Muqaran (The Refined Guide to the Science of Comparative Jurisprudence), Maktabat al-Rushd, Riyadh, Saudi Arabia, 8th ed., 1436 AH/2015 CE, vol. 3, p. 117.
- Ibn Shas, op. cit., p. 614.
- Ibn Shas, op. cit., p. 751.
- See Al-Jurjani, op. cit., p. 211.
- Ibn Shas, op. cit., p. 727.
- Op. cit., p. 770.
- See op. cit., p. 771.
- Al-Namlah, op. cit., p. 1721.
- See Al-Khadri, Muhammad, Usul al-Fiqh (Principles of Jurisprudence), Dar al-Hadith, Cairo, 1424 AH/2003 CE, p. 122.
- See, Al-Namlah, previous reference, p. 1724.



- Al-Ashqar, Muhammad Sulayman Abdullah, Al-Wadih fi Usul al-Fiqh, Dar al-Nafais, Jordan, 7th edition, 1428 AH/2008 CE, p. 230.
- Previous reference, p. 231.
- See, Al-Namlah, previous reference, p. 1765.
- See, Al-Namlah, p. 1760.
- See, previous reference.
- Narrated by Muslim, Book of Sales, Chapter on Usury.
- Ibn Shas, previous reference, p. 629.
- Previous reference.
- Previous reference, p. 630.
- Zaydan, previous reference, p. 225.
- See, Al-Ashqar, previous reference, p. 213.
- Al-Namla, previous reference, p. 1701.
- See, Zaydan, previous reference, p. 225.
- Al-Namla, previous reference, p. 1707.
- Zaydan, previous reference, p. 226.
- See, Al-Namla, previous reference, p. 1708.
- Ibn Shas, previous reference, p. 630.
- Previous reference, p. 630.
- Al-Jurjani, previous reference.
- A pile of food or merchandise whose weight or quantity is unknown, whether measured by volume or weight, and whose amount is unknown, sold by guesswork or estimation.
- Ibn Shas, previous reference, p. 625.

Sources and References:

Books

- Al-Ashqar, M. S. A. (2008). Al-Wadih fi Usul al-Fiqh (7th ed.). Dar al-Nafa'is.
- Al-Baji, A. A. (2014). Al-Ishara fi Ma'rifat al-Usul (2nd ed.). Dar al-'Awassim for Publishing and Distribution.
- Al-Bahsin, Y. A. (2013). Dalalat al-Alfaz fi Mabahith al-Usuliyyin (1st ed.). Dar al-Tadmuriyya.
- Al-'Anqari, A. M. (2020). Ta'lil al-Ahkam al-Shar'iyya (1st ed.). Dar al-Tahbir for Publishing and Distribution.
- Al-Jizani, M. H. H. (1439H). Ma'alim Usul al-Fiqh 'ind Ahl al-Sunnah wa al-Jama'a (13th ed.). Dar Ibn al-Jawzi.
- Al-Jurjani, A. M. A. (2013). Al-Ta'rifat (M. A. A., Ed.; 1st ed.). Dar al-Tala'i.
- Al-Khudri, M. (2003). Usul al-Fiqh. Dar al-Hadith.
- Al-Namla, A. K. A. M. (2015). Al-Mudhahhab fi 'Ilm Usul al-Fiqh al-Muqaran (8th ed.). Maktabat al-Rushd.
- Al-Shinqiti, M. A. M. (n.d.). Mudhira Usul al-Fiqh. Dar al-Salafiyya.
- Al-Shuwaikh, 'A. (2000). Ta'lil al-Ahkam fi al-Shari'a al-Islamiyya (1st ed.). Dar al-Bashir for Culture and Sciences.

- Bay, M. M. (2022). Dalalat al-Alfaz (1st ed.). Research Publications of the Jurisprudential and Judicial Studies Lab, University of El Oued.
- Ibn Faris, A. H. A. (n.d.). Mu‘jam Maqayis al-Lugha (A. S. Haroun, Ed.). Dar al-Jeel.
- Ibn Manzur, J. A. M. M. (2013). Lisan al-Arab [Title inferred from context] (2nd ed.). Dar al-Kutub al-‘Ilmiyya.
- Ibn Shas, J. A. (n.d.). ‘Aqd al-Jawahir al-Thamina fi Madhhab ‘Ilm al-Madina. Dar al-Gharb al-Islami.
- Khalfi, W. (2019). Al-Qiyas ‘ind al-Usuliyyin (1st ed.). Dar al-Imam Malik.
- Zidan, A. K. (2013). Al-Wajiz fi Usul al-Fiqh (1st ed.). Al-Risala Foundation Publishers.